

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

OTO ANALYTICS, LLC,

Plaintiff,

v.

BENWORTH CAPITAL PARTNERS PR  
LLC, BENWORTH CAPITAL PARTNERS  
LLC, BERNARDO NAVARRO and  
CLAUDIA NAVARRO,

Defendants.

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Civil Action No. 23-01034

**PLAINTIFF OTO ANALYTICS, LLC’S MOTION TO INFORM THE COURT OF  
RECENT EVENTS**

Plaintiff Womply, through its undersigned counsel, respectfully submits this Motion to Inform the Court of Recent Events. On June 12, 2024, Womply filed a Notice of Conclusion of Arbitration and Motion to Lift Stay (“**Motion to Lift Stay**”; ECF No. 109).<sup>1</sup> On June 13, 2024, Benworth Capital Partners PR, LLC (“**Benworth PR**”), Benworth Capital Partners, LLC (“**Benworth FL**”), and Bernardo and Claudia Navarro (the “**Navarros**” and collectively with Benworth PR and Benworth FL, “**Defendants**”), filed a Joint Opposition to Womply’s Motion to Lift Stay (“**Opp.**”; ECF No. 111). One of the primary arguments Defendants made in opposing the Motion to Lift Stay was that “[Benworth FL] will move to correct the [Final] [A]ward” in the Arbitration, implying that the Final Award could change materially. Opp. at 2. On June 18, 2024, Benworth FL filed its Motion to Correct the Final Award, which is attached hereto as Exhibit 1 (“**Motion to Correct**”). It supports lifting the stay of this case for at least two reasons.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the same meanings as in Womply’s Motion to Lift Stay (ECF No. 109).

First, the correction Benworth FL seeks to make to the Final Award would *not* change the Arbitrator’s determination that Benworth FL owes Womply approximately \$118 million. Instead, it concerns whether Womply is entitled to *additional* post-award prejudgment interest and, if so, at what rate. That is an issue for the court considering whether to affirm the Final Award and, in any event, it does not justify continuing to stay this case.

Second, in the Motion to Correct, Benworth FL admits that the Arbitrator’s issuance of the Final Award has rendered Benworth FL’s debt to Womply a “fixed liability” that is “a contractual equivalent of a judgment.” Motion to Correct at 1–2 (internal citations and quotations omitted). As a result, this case—which Womply commenced in order to (among other things) unwind a fraudulent transfer that is preventing Womply from collecting its “fixed” debt from Benworth FL—should now proceed to discovery.

Womply thanks the Court for its attention to this matter.

Dated: June 20, 2024

*Of Counsel*

Willkie Farr & Gallagher LLP

Respectfully submitted,

By: /s/ Alexander L. Cheney

By: /s/ Alejandro J. Cepeda Diaz

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**CERTIFICATE OF SERVICE**

The undersigned certifies that on June 20, 2024, the foregoing document was filed with the Clerk of the Court using CM/ECF, which sent notices to all parties receiving notifications through the CM/ECF system.

Dated: June 20, 2024

By: /s/ Alejandro J. Cepeda Diaz

*Attorney for Plaintiff Oto Analytics, LLC*